

**Notice of Federal Lien Under the Comprehensive
Environmental Response, Compensation, and Liability Act,
as amended ("CERCLA"), 42 U.S.C. §§9601 et seq.**

NOTICE IS HEREBY GIVEN by the United States that it holds a lien on the lands and premises described below situated in the State of Connecticut, as provided by Section 107(1) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), 42 U.S.C. §9607(1), to secure payment to the United States of all costs and damages for which Old Village Mill, LLC is liable under Section 107(a) of CERCLA. The lien for which this instrument gives notice exists in favor of the United States upon all real property and rights to such property which belong to such person and are, have been, or will be subject to, or affected by, the removal actions, as defined by federal law, at the Carvill Combing Company Superfund Site, in the Town of Plainfield, County of Windham, State of Connecticut. Such property includes, but is not limited to, that parcel of land with all buildings and improvements thereon, situated at 63 Brunswick Avenue, Town of Plainfield, County of Windham, State of Connecticut. The property is bounded and described in the Quitclaim Deed dated December 14, 2000 and recorded on December 22, 2000, in Book 272, Page 637 at the Town of Plainfield, Connecticut Clerk's Office, a copy of which is attached hereto.

This statutory lien exists and shall continue until the liability for costs and damages (or a judgment against such persons arising out of such liability) is satisfied or becomes unenforceable through the operation of the statute of limitations as provided by Section 113 of CERCLA, 42 U.S.C. §9613.

IN WITNESS WHEREOF, the United States has caused this instrument to be executed through the United States Environmental Protection Agency and the Regional Administrator, Region I.

Dated at Boston, Massachusetts this 21st day of April, 2003.

By: Robert W. Varney
Robert W. Varney, Regional Administrator
U.S. Environmental Protection Agency, Region I

Subscribed and sworn before me on this, the 21 day of April, 2003.

Rose H. Howell
Notary Public

My commission expires: 6/19/09

QUIT-CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS: That THE CADLE COMPANY, for divers good causes and considerations thereunto moving, especially for the amount of Fifty Thousand and No/100 Dollars (\$50,000.00) received to its full satisfaction of OLD VILLAGE MILL, L.L.C., has remised, released and forever quit-claimed and does by these Presents for itself and its successors and assigns justly and absolutely remise, release and forever quit-claim unto the said Grantee, its successors and assigns forever, all such right and title as the said Grantor has or ought to have in or to the real property in the Town of Plainfield, County of Windham, Connecticut, as more fully described in Exhibit A attached hereto.

TO HAVE AND TO HOLD the premises, unto the said Grantee and to its successors and assigns, to the only use and behoof of the said Grantee and its successors and assigns forever, so that neither the said Grantor nor any other person or persons in its name and behalf shall or will hereafter claim or demand any right or title to the premises or any part thereof, but they and every one of them shall by these presents be excluded and forever barred.

IN WITNESS WHEREOF, The Cadle Company has hereunto set its hand and seal by and through its duly authorized officer this 14th day of December, 2000.

Signed, sealed and delivered
in the presence of:

[Signature]
Witness

[Signature]
Witness

THE CADLE COMPANY

By: [Signature]
William E. Shaulis
Its: Executive Vice President

STATE OF OHIO
COUNTY OF TRUMBULL

Personally appeared before me, the undersigned, a Notary Public in and for said State and County, duly commissioned and qualified, William E. Shaulis, with whom I am personally acquainted, upon oath, acknowledged himself to be the Executive Vice President of THE CADLE COMPANY, the within named corporation; and that he as Executive Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such Executive Vice President.

Executed this 14th day of December, 2000

(Notarial Seal)

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[Signature]
Notary Public

55⁰⁰ Conveyance Tax Received

500 [Signature] Town Clerk Of Plainfield

CARRIE A. LANE, Notary Public
STATE OF OHIO
My Commission Expires Nov. 30, 2004

That certain tract of land, with all the buildings thereon standing, situated in the Town of Plainfield, County of Windham, Connecticut, in the Village of Moosup, bounded and described as follows:

Beginning at a point in the southerly line of the state highway from Moosup to Sterling about 327 feet easterly from the easterly line of Cottage Street; thence N. 84° 43' E. 14.55 feet to a brass pin, a state highway bound; thence S. 88° 10' E. 241 feet to a cement highway bound; thence easterly by a curve whose radius is 1076.28 feet for a distance of 267.25 feet to a cement highway bound, the last three lines being along the southerly line of said state highway; thence S. 30° 40' W. 176 feet; thence N. 60° 05' W. 465.5 feet to the point of beginning, the last two lines adjoining land conveyed by releasor to releasees by deed dated May 20, 1987, said tract containing 40,820 square feet, more or less.

Reference is hereby made to a map entitled "Land of Bertha A. Gagnon, Moosup, Conn. scale 1" = 80', surveyed in Oct. 1945 by William K. Pike, C.E., Danielson Connecticut.

Being the tract conveyed to releasor by deed of Bertha A. Gagnon dated May 9, 1946 and recorded in Plainfield Town Records Book 62, Page 79.

Releasor intends hereby to convey, together with the deed to releasees dated May 20, 1987, all property, rights, easements and rights appurtenant of releasor located at or adjacent to Brunswick Avenue in the Glen Falls section of said Village of Moosup, specifically excluding any property now or formerly of releasor located in then Snake Meadow section of said Village of Moosup.

Those certain tracts of land, with all the buildings thereon standing, situated in the Town of Plainfield, County of Windham, Connecticut, in the Village of Moosup, bounded and described as follows:

FIRST PARCELS: Commencing at a point in the northerly line of Main Street in the Village of Moosup one hundred five (105) feet easterly from the easterly line of Cottage Street at the northeast corner of land conveyed by Textile Realty Company, a corporation organized and existing under the laws of Massachusetts, to James H. and Habel L. Muldoon; thence running northerly in two courses of three hundred (300) feet and one hundred seventy-five (175) feet respectively along the easterly line of said Muldoon land and land conveyed by said Textile Realty Company to Leon P. Gagnon four hundred seventy-five (475) feet more or less to the corner of a wall; thence easterly along a wall four hundred fifty-four (454) feet; thence northerly along a wall four hundred eighteen (418) feet more or less to the corner of a wall; thence deflecting 88° 44' to the right and running easterly to the center of the Moosup River; thence northerly along the center of the Moosup River to a point in range with the dividing line between land formerly of Glen Felle Horsted Company and land now or formerly of James Monahan, the last four (4) lines bounding northerly and easterly on land conveyed by said Textile Realty Company to Leon P. Gagnon; thence easterly in the direction of said dividing line to land now or formerly of the New England Railroad Company; thence southerly and southwesterly by said railroad land to a point on the westerly line of said railroad land one hundred thirty-two (132) feet; thence northerly along said westerly line from the northerly line of Main Street; thence northwesterly by other land now or formerly of said Textile Realty Company by a line parallel with and twenty-five (25) feet southwesterly from the southwesterly face of the old mill situated on the herein described tract on the easterly bank of the Moosup River eighty-eight (88) feet; thence westerly by a line parallel with and five (5) feet southerly from a wall on the herein described tract one hundred twenty-six (126) feet more or less to Main Street; thence northwesterly along Main Street crossing the Moosup River to the point of beginning.

Together with a right of way from Main Street to said old mill, which right of way is eighteen (18) feet in width and runs along the northerly side of the above-mentioned premises, now or formerly of said Textile Realty Company.

VOL. 239 PAGE 0814

VOL. 272 PAGE 0639

SECOND PARCEL: Commencing at a point on the southerly line of Main Street at the northeast corner of land conveyed by said Textile Realty Company to George W. and Ida H. Chase; thence running southerly in the easterly line of said Chase land and by other land now or formerly of said Textile Realty Company one hundred (100) feet more or less to the northerly side of the pond; thence south 5' west across said pond to the southerly bank thereof; thence in the same course to the northerly line of land now or formerly of the New England Railroad; thence easterly and northeasterly, in the northerly and northwesterly line of said railroad land to the southwesterly line of Main Street to the northeast corner of land conveyed by said Textile Realty Company to Lydia Maynard; thence south 27' west on the easterly line of said Maynard land one hundred ninety (190) feet; thence northwesterly by said Maynard land and land now or formerly of Gosselin by three (3) courses of one hundred eighty-six and 7/10 (186.7) feet, seventy-three and 2/10 (73.2) feet and sixty-nine and 3/100 (69.03) feet to the southwesterly corner of said Gosselin land; thence North 27' 30' east one hundred seventeen and 17/100 (117.17) feet by said Gosselin land to the southerly line of Main Street at a point three hundred twenty-nine and 34/100 (329.34) feet westerly from the aforesaid northeast corner of said Maynard land; thence westerly in the southerly line of said Main Street three hundred (300) feet to the point of beginning.

The First and Second Parcels are conveyed subject to all rights reserved in the deed dated March 3, 1933 from said Textile Realty Company to the releasor, recorded with Plainfield Land Records, Book _____, pages 403-409.

There is also conveyed as appurtenant to the First and Second Parcels the Backus Pond, dam and privileges and all rights of flowage thereto belonging, and the Hoosup Pond, dam and privileges and all rights of flowage connected therewith, said ponds, dams, privileges and rights, however, being subject to the restrictions and reservations set forth in said deed of said Textile Realty Company to the releasor hereinabove referred to.

EXCEPTING THEREFROM: A certain tract or parcel of land situated in the Town of Plainfield, County of Windham and State of Connecticut, bounded and described as follows:

Beginning at a point at the intersection of the northwesterly line of land of the State of Connecticut, formerly the New York, New Haven & Hartford Railroad Company and the southwesterly line of Brunswick Avenue, formerly Old State Route 14, said point marking the easterly corner of the herein described tract and running thence southwesterly and westerly along the arc of a curve to the right having a radius of 1194.24 feet a distance of 1060 feet, more or less, to a point of tangent at station 1648 + 41 of the former railroad line location; thence North 69' 32' West a distance of 20 feet, more or less, to land of Richard and Mariene Chenail, thence last 2 lines bounded southwesterly and southerly by land of State of Connecticut; thence in a northerly direction, bounded westerly by land of said Chenail a distance of 450 feet, more or less, to the middle of the Hoosup River; thence westerly, southeasterly, easterly and northeasterly a distance of 970 feet, more or less, along the center of said river to the southwesterly line of the aforesaid Brunswick Avenue; thence southeasterly along the southwesterly line of Brunswick Avenue a distance of 210 feet, more or less, to the point of beginning.

Containing 6.5 acres, plus or minus.

Received For Record at Plainfield, CT
on 12/29/03 8:57 AM
Attest: Helen Francis Coombs, Town Clerk

Received For Record at Plainfield, CT
on 12/29/03 1:32 PM
Attest: Helen Francis Coombs, Town Clerk

Received For Record at Plainfield, CT
on 4/28/03 10:22 AM
Attest: Helen Francis Coombs, Town Clerk